

October 5, 2015 8:30 A.M.
JONES COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING
JONES COUNTY OFFICE COMPLEX – COMMISSIONERS' ROOM
MINUTES

COMMISSIONERS PRESENT:

Sondra Ipock-Riggs, Chairperson
Joseph Wiggins, Vice-Chairman
Mike Haddock, Commissioner
Frank Emory, Commissioner
Zack Koonce, Commissioner

COMMISSIONERS ABSENT:

OFFICIALS PRESENT:

Franky J. Howard, County Manager
Angelica Hall, Clerk

The Chairperson called the meeting to order. Commissioner Zack Koonce gave the invocation. **MOTION** was made by Commissioner Joseph Wiggins, seconded by Commissioner Zack Koonce, and unanimously carried **THAT** the agenda be **APPROVED** as presented.

MOTION made by Commissioner Frank Emory, seconded by Commissioner Zack Koonce, and unanimously carried **THAT** the minutes for Regular Meeting on September 21, 2015 be **APPROVED**.

PUBLIC COMMENT PERIOD:

No Public Comment

1. REVISED FEE SCHEDULES, JONES COUNTY HEALTH DEPARTMENT

Wesley Smith, Jones County Health Director presented the latest fee schedule changes from the Health Department to the Board. **MOTION** made by Commissioner Joseph Wiggins, seconded by Commissioner Frank Emory and unanimously carried **THAT** the revised fee schedule be **APPROVED** as presented. A copy of the revised fee schedule which is marked **EXHIBIT A** is hereby incorporated and made a part of these minutes.

2. TAX REFUND REQUEST

Mr. Franky Howard presented the Board with a Tax Refund request. **MOTION** made by Commissioner Joseph Wiggins, seconded by Commissioner Frank Emory and unanimously carried **THAT** the tax refund be **APPROVED** as presented.

3. UPDATE ON SOLAR PROJECT, TRENT RIVER FARM

Mr. Franky Howard provided the Board with an update on the Solar Project. Mr. Howard presented the Board with information he had found pertaining to zoning and ordinances for solar projects. The Board requested that Mr. Howard research and find someone to speak with the Board about the pro and cons of a solar farm. This is informational only no action needed by the Board.

4. ABC BOARD AUDIT

Mr. Franky Howard presented the Board with the ABC Board Audit for 2014-2015. The audit revealed a small profit of around \$2,400. The ABC Board requested to retain the profit for the purposes of much needed building improvements. **MOTION** made by Commissioner Frank Emory, seconded by Commissioner Joseph Wiggins and unanimously carried **THAT** the ABC Board Audit be accepted and the ABC Board retain the profit for approved repairs by the Commissioners.

5. COMPREHENSIVE TRANSPORTATION PLAN UPDATE

Mr. Franky Howard provided the Board with information on the Comprehensive Transportation Plan for Jones County. No Action needed at this time.

6. CLOSED SESSION UNDER NCGS 143-318.11(a)(3), ATTORNEY CLIENT PRIVILEGE

MOTION made by Commissioner Frank Emory, seconded by Commissioner Zack Koonce and unanimously carried **THAT** the Board go into closed session under NCGS 143-318.11(a)(3).

MOTION made by Commissioner Zack Koonce, seconded by Commissioner Frank Emory and unanimously carried **THAT** the Board go out of closed session.

MOTION made by Commissioner Joseph Wiggins, seconded by Commissioner Mike Haddock and unanimously carried **THAT** the modified documents for DHI be **APPROVED** as presented. A copy of the modified documents which is marked **EXHIBIT B** is hereby incorporated and made a part of these minutes.

7. CLOSED SESSION UNDER NCGS 143-318.11(a)(3), PERSONNEL MATTERS

MOTION made by Commissioner Frank Emory, seconded by Commissioner Zack Koonce and unanimously carried **THAT** the Board go into closed session under NCGS 143-318.11(a)(3).

MOTION made by Commissioner Zack Koonce, seconded by Commissioner Frank Emory and unanimously carried **THAT** the Board go out of closed session.

MOTION made by Commissioner Frank Emory, seconded by Commissioner Zack Koonce and unanimously carried **THAT** the Employment Agreement be **APPROVED** as presented.

COUNTY MANAGER'S REPORT

No report.

COMMISSIONER'S REPORTS

Commissioner Franky Emory inquired about the flag at the Courthouse. Also, wanted to let Eric Merritt know he did an excellent job keeping everyone informed about the storm conditions.

Commissioner Zack Koonce informed that Board that he attended the NCACC Board of Directors Meeting and also attended a breakfast at Jones Senior High School.

Commissioner Joseph Wiggins requested that the ABC Board report regularly to the Commissioners.

Chairperson Sondra Ipock-Riggs inquired about the repairs at the ABC building.

PUBLIC COMMENT

No public comment

MOTION made by Commissioner Frank Emory, seconded by Commissioner Zack Koonce, and unanimously carried **THAT** the meeting be **ADJOURN** at 9:54 a.m.

Sondra Ipock-Riggs
Chairman

Angelica Hall
Clerk to the Board

EXHIBIT A



Jones County Health Department
418 Hwy 58 N, P. O. Box 216
Trenton, NC 28585

Phone: (252) 448-9111

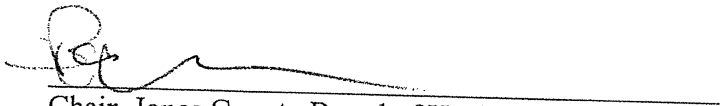
Wesley P. Smith
Health Director

Fax: (252) 448-1443

Jones County Health Department Rabies Exposure Fee Schedule

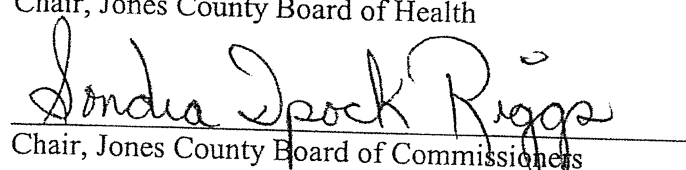
Service	Fee
Reclaim Animal Fee	\$35.00
Boarding Fee per Night	\$12.00
Rabies Vaccination (1 or 3 Years)	\$14.00
Bordetella Vaccination	\$17.00

Based on an arrangement between Jones County Health Department and Riverbank Animal Hospital in Kinston, NC, the above fee schedule has been established for animals quarantined at Riverbank per the Health Department's Rabies Exposure Response Protocol, effective August 18, 2015. These fees were approved by both the Jones County Board of Health and Jones County Board of Commissioners on the dates indicated below.


Chair, Jones County Board of Health

Date

9-24-15


Chair, Jones County Board of Commissioners

Date

10-5-2015



Jones County Health Department
418 Hwy 58 N, P. O. Box 216
Trenton, NC 28585

Phone: (252) 448-9111

Wesley P. Smith
Health Director

Fax: (252) 448-1443

**Jones County Health Department
Additions to Clinic Services Fee Schedule**

Service	CPT Code	Fee
Paragard Device	J7300	Acquisition Cost
Insertion of Paragard	58300	\$72.00
Removal of Paragard	58301	\$97.00
Nexplanon Device	J7307	Acquisition Cost
Insertion of Nexplanon	11981	\$143.00
Removal of Nexplanon	11982	\$162.00
Removal & Insertion of Nexplanon	11983	\$228.00
Hepatitis A Adult Immunization	90632	\$50.00

The above services were added to the Jones County Health Department Clinic Services Fee Schedule, effective August 17, 2015. These additions to the Fee Schedule were approved by both the Jones County Board of Health and Jones County Board of Commissioners on the dates indicated below.

Acting Chair, Jones County Board of Health

9-24-15
Date

Chair, Jones County Board of Commissioners

10-5-2015
Date

EXHIBIT B

NORTH CAROLINA

JONESCOUNTY

THIRD AMENDED
LEASE PURCHASE AGREEMENT

THIS THIRD AMENDED LEASE PURCHASE AGREEMENT, made and entered into the 5th day of October, 2015, by and between JONES COUNTY, a body politic and corporate of the State of North Carolina ("Landlord"); and DEFENSE HOLDINGS, INC., a corporation organized and existing by virtue of the laws of the Commonwealth of Virginia and doing business in Jones County, North Carolina (Tenant").

WITNESSETH:
ARTICLE 1

Recitals

1.1 On or about February 5, 2007, the parties entered into a Lease Purchase Agreement for certain real property located in Jones County, North Carolina ("Original Lease"), which real property is more particularly described in the Original Lease ("Leased Premises").

1.2 On or about February 1, 2008, the parties amended said Original Lease ("Amended Lease").

1.3 In addition to the Original Lease, and executed contemporaneously therewith, the parties also entered into an Economic Incentive Agreement dated on or about February 5, 2007 ("Original Agreement").

1.4 On or about February 1, 2008, the parties amended said Original Agreement ("Amended Agreement").

1.5 On or about August 6, 2012, the parties amended the Amended Agreement ("Second Amended Agreement") and amended the Amended Lease ("Second Amended Lease").

1.6 The Corporation has requested of the County, and the County has agreed, to amend the Second Amended Agreement and Second Amended Lease, to allow the Corporation to adjust lease payments under the Second Amended Lease from August 1, 2015 through December 31, 2015; resulting in a new amortization schedule, attached hereto as Exhibit "D"

NOW, THEREFORE, the parties agree as follows:

ARTICLE 2

Amendments to Second Amended Lease

2.1 A new Section 5.1(d) is hereby added to the Second Amended Lease, to read as follows:

5.1(d) Notwithstanding anything otherwise provided in this Article 5, for the rental period of August 1, 2015 through December 31, 2015, Corporation shall only be required to make monthly payments in the amount of \$5,000.00 per month, to be applied as follows: (i) first to past due amounts owed under Article 9 in the total amount of \$22,013.57, which shall satisfy all payments due under Article 9 through December 31, 2015; and, (ii) the balance of \$2,986.43 to be applied as a payment of rent due on December 1, 2015.

2.2 A new Section 5.1(e) is hereby added to the Second Amended Lease, to read as follows:

5.1(e) Attached hereto as Exhibit "D" is the amended amortization schedule, which both parties agree is true and correct as of the date of this Third Amended Lease.

2.3 Other than as hereby amended, all terms of the Second Amended Lease shall remain in full force and effect.

IN TESTIMONY WHEREOF, JONES COUNTY has caused this instrument to be executed in its name by the Chairman of its Board of Commissioners, attested by the Clerk to said Board, and its seal to be hereunto affixed all by order of said Board of Commissioners duly given; and DEFENSE HOLDINGS, INC. has caused this instrument to be executed in its name by its President, attested by its Secretary, and its seal to be hereunto affixed, all by order of its Board of Directors duly given.

[Signatures to Follow]



ATTEST:

Angelica Hall
Angelica Hall, Clerk

JONESCOUNTY

By: Sondra Ipock Riggs
Sondra Ipock Riggs, Chair

(seal)

DEFENSE HOLDINGS, INC.

ATTEST:

By: _____

President

Secretary

NORTH CAROLINA

JONESCOUNTY

**THIRD AMENDED
ECONOMIC INCENTIVE AGREEMENT**

THIS **THIRD AMENDED ECONOMIC INCENTIVE AGREEMENT**, made and entered into as of the 5th day of October, 2015, by and between **JONES COUNTY**, a body politic and corporate of the State of North Carolina ("County"); and **DEFENSE HOLDINGS, INC.**, a corporation organized and existing by virtue of the laws of the Commonwealth of Virginia and doing business in Jones County, North Carolina ("Corporation").

**WITNESSETH:
ARTICLE 1**

Recitals

1.1 On or about February 5, 2007, the parties entered into an Economic Incentive Agreement for a certain project located in Jones County, North Carolina ("Original Agreement"), which project is more particularly described therein.

1.2 On or about February 1, 2008, the parties amended said Original Agreement ("Amended Agreement").

1.3 In addition to the Original Agreement and Amended Agreement, the parties also entered into a Lease Purchase Agreement ("Original Lease").

1.4 On or about February 1, 2008, the parties, pursuant to the Amended Agreement, amended said Original Lease ("Amended Lease").

1.5 On or about August 6, 2012, the parties amended the Amended Agreement ("Second Amended Agreement") and amended the Amended Lease ("Second Amended Lease").

1.6 The Corporation has requested of the County, and the County has agreed, to amend the Second Amended Agreement and Second Amended Lease, to allow the Corporation to adjust lease payments under the Second Amended Lease through December 31, 2015; resulting in a new amortization schedule, to which the parties agree is true and correct.

1.7 The Board of Commissioners of Jones County deems the amendments contained herein to not be material, and to be within the scope and intent of the Original Agreement, Amended Agreement, and Second Amended Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 2

Amendments to Second Amended Agreement

2.1 All references to the “Second Amended Lease Purchase Agreement” in the Second Amended Agreement are amended to refer to the “Third Amended Lease Purchase Agreement.”

2.2 Exhibit “A” of the Second Amended Agreement (entitled “Second Amended Lease Purchase Agreement”) is replaced in its entirety by the amended Exhibit “A” (entitled “Third Amended Lease Purchase Agreement”), which is attached hereto and incorporated herein.

2.3 Other than as hereby amended, all terms of the Amended Agreement shall remain in full force and effect.

IN TESTIMONY WHEREOF, **JONES COUNTY** has caused this instrument to be executed in its name by the Chairman of its Board of Commissioners, attested by the Clerk to said Board, and its seal to be hereunto affixed all by order of said Board of Commissioners duly given; and **DEFENSE HOLDINGS, INC.** has caused this instrument to be executed in its name by its President, attested by its Secretary, and its seal to be hereunto affixed, all by order of its Board of Directors duly given.

[Signatures to Follow]



JONESCOUNTY

By:

Sondra Ipock Riggs
Sondra Ipock Riggs, Chair

ATTEST:

Angelica Hall
Angelica Hall, Clerk

(seal)

DEFENSE HOLDINGS, INC.

By:

President

ATTEST:

Secretary